

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM697401

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
HEATHCO LLC		12/16/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Toronto-Dominion Bank		
<b>Street Address:</b>	77 King Street West, 18th Floor		
<b>City:</b>	Toronto, ON		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5K 1A2		
<b>Entity Type:</b>	Chartered Bank: CANADA		
<b>PROPERTY NUMBERS Total: 16</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5868737	COLOR TUNE	
<b>Registration Number:</b>	2098785	DUALBRITE	
<b>Registration Number:</b>	2954449	DUALBRITE	
<b>Registration Number:</b>	5921450	FLEXVIEW	
<b>Registration Number:</b>	5982234	HEATH ZENITH	
<b>Registration Number:</b>	3592307	HEATHCO	
<b>Registration Number:</b>	6316760	HZCONNECT	
<b>Registration Number:</b>	6310186	HZCONNECT	
<b>Serial Number:</b>	88015928	LINK TECHNOLOGY	
<b>Serial Number:</b>	88015938	LINK TECHNOLOGY	
<b>Serial Number:</b>	88239648	MPULSE	
<b>Registration Number:</b>	4993902	NOTIFI	
<b>Registration Number:</b>	6296150	SECUR360	
<b>Registration Number:</b>	6297050	SECUR360	
<b>Registration Number:</b>	2960327	SECURE HOME	
<b>Registration Number:</b>	3603563		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2022801177		

OP \$415.00 5868737

***Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.***

**Phone:** 904-247-2620  
**Email:** eastdocket@holleymenker.com  
**Correspondent Name:** JAMES R. MENKER, HOLLEY & MENKER, P.A.  
**Address Line 1:** PO Box 331937  
**Address Line 4:** ATLANTIC BEACH, FLORIDA 32233

<b>NAME OF SUBMITTER:</b>	James R. Menker
<b>SIGNATURE:</b>	/jmenker/
<b>DATE SIGNED:</b>	12/23/2021

**Total Attachments: 10**

source=20211216 IP Confirmatory Security Agmt - HeathCo granted to The Toronto-Dominion Bank#page1.tif  
source=20211216 IP Confirmatory Security Agmt - HeathCo granted to The Toronto-Dominion Bank#page2.tif  
source=20211216 IP Confirmatory Security Agmt - HeathCo granted to The Toronto-Dominion Bank#page3.tif  
source=20211216 IP Confirmatory Security Agmt - HeathCo granted to The Toronto-Dominion Bank#page4.tif  
source=20211216 IP Confirmatory Security Agmt - HeathCo granted to The Toronto-Dominion Bank#page5.tif  
source=20211216 IP Confirmatory Security Agmt - HeathCo granted to The Toronto-Dominion Bank#page6.tif  
source=20211216 IP Confirmatory Security Agmt - HeathCo granted to The Toronto-Dominion Bank#page7.tif  
source=20211216 IP Confirmatory Security Agmt - HeathCo granted to The Toronto-Dominion Bank#page8.tif  
source=20211216 IP Confirmatory Security Agmt - HeathCo granted to The Toronto-Dominion Bank#page9.tif  
source=20211216 IP Confirmatory Security Agmt - HeathCo granted to The Toronto-Dominion Bank#page10.tif

## **INTELLECTUAL PROPERTY CONFIRMATORY SECURITY AGREEMENT**

THIS INTELLECTUAL PROPERTY CONFIRMATORY SECURITY AGREEMENT (this **Agreement**), dated as of December 16, 2021, is made by HeathCo, LLC (the **Grantor**) in favour of The Toronto-Dominion Bank, as administrative agent (the **Secured Party**).

### **WITNESSETH:**

**WHEREAS** the Grantor is the registered owner of (i) the Canadian trademarks and trademark applications, patents and patent applications, copyrights and industrial design (and design patents) listed in Schedule "A" hereto (collectively, the **Canadian IP**), and (ii) the United States trademarks and trademark applications, patents and patent applications, copyrights and industrial design (and design patents) listed in Schedule "B" hereto (the **US IP**, and together with the Canadian IP, the **Intellectual Property**);

**WHEREAS** the Grantor granted certain security to the Secured Party, including under a pledge and security agreement dated as of May 6, 2021 among Globe Electric Company (U.S.A.), Inc. and Globe Electric Company Inc., as Grantors, and the Secured Party, as the Secured Party to which the Grantor acceded pursuant to an assumption agreement dated as of December 16, 2021 (as amended, restated, supplemented and otherwise modified from time to time, the **Pledge and Security Agreement**), as security for the payment and performance of certain obligations as more fully described therein, pursuant to which the Grantor granted to the Secured Party a security interest in, among other things, all present and future intellectual property of the Grantor, including the Intellectual Property;

**WHEREAS** the Pledge and Security Agreement has been registered and published in accordance with applicable law, including the laws of the State of New York and the State of Delaware;

**WHEREAS** the Grantor and the Secured Party have agreed to enter into this Agreement for the purposes of recording the security interest under the Pledge and Security Agreement in and on the Intellectual Property with the Canadian Intellectual Property Office (the **CIPO**) and the United States Patent and Trademark Office (the **USPTO**).

**NOW THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor and the Secured Party hereby agree as follows:

1. The Grantor and the Secured Party hereby confirm that they have entered into the Pledge and Security Agreement and that, pursuant to the Pledge and Security Agreement, the Grantor have granted to and in favour of the Secured Party a security interest in, among other things, the Intellectual Property.
2. The Grantor and the Secured Party hereby acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security on the Intellectual Property are more fully set forth in the Pledge and Security Agreement and that in the event of a conflict between the provisions of this Agreement and the provisions of the Pledge and Security Agreement, the terms of the Pledge and Security Agreement shall control.
3. The Grantor and the Secured Party hereby authorize and request that the commissioner, registrar or any other applicable government officer of the CIPO record this Agreement with respect to the Canadian IP.
4. The Grantor and the Secured Party hereby authorize and request that the commissioner, registrar or any other applicable government officer of the USPTO record this Agreement with respect to the US IP.

5. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.
6. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the Province of Quebec and the federal laws of Canada applicable therein, without regard to the conflict of law principles.
7. The parties hereto have expressly required that this Agreement and all deeds, documents and notices relating thereto be drafted in the English language. *Les parties aux présentes ont expressément exigé que le présent acte et tout autre contrat, document et avis qui y sont afférents soient rédigés en langue anglaise.*

**[SIGNATURE PAGES FOLLOW]**

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Confirmatory Security Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

HEATHCO LLC

as Grantor

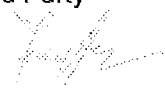
By: \_\_\_\_\_

Name: ~~Jamie Cartwright~~

Title: Secretary

[Signatures continue on next page]

**THE TORONTO-DOMINION BANK,**  
as Secured Party

By: \_\_\_\_\_

Name: Feroz Haq  
Title: Director Loan Syndications Agency

By: \_\_\_\_\_

Name:  
Title:

**SCHEDULE "A"****CANADIAN IP**

## 1. Trademarks

<b>Mark</b>	<b>Ref. No.</b>	<b>App. No. /Reg. No.</b>	<b>Countr y</b>	<b>Filing Date</b>	<b>Reg. Date.</b>	<b>Status</b>	<b>Owner</b>
HEATH ZENITH	3676-2-CA06	2005690	CA	1/10/2020		Pending	HeathCo LLC
HZCONNECT (Stylized)	3676-2-CA08	2006064	CA	6/14/2020		Pending	HeathCo LLC
MPULSE	3676-2-CA05	1966479	CA	6/3/2019		Pending	HeathCo LLC
SECUR360	3676-2-CA07	2053295	CA	9/23/2020		Pending	HeathCo LLC
SECURE HOME	3676-2-CA01	1553378/T MA855691	CA	11/23/201 1	7/19/2013	Register ed	HeathCo LLC

## SCHEDULE "B"

### US IP

#### 1. Trademarks

Mark	Ref. No.	App. No. /Reg. No.	Country	Filing Date	Reg. Date.	Status	Owner
COLOR TUNE	3676-US1-01	87081470/ 5868737	US	6/23/2016	9/24/2019	Registered	HeathCo LLC
DUALBRITE	3676-US1-02	75066726/ 2098785	US	3/4/1996	9/23/1997	Registered	HeathCo LLC
DUALBRITE & Design	3676-US1-03	76579856/ 2954449	US	3/8/2004	5/24/2005	Registered	HeathCo LLC
FLEXVIEW	3676-US1-27	87603688/ 5921450	US	9/11/2017	11/26/2019	Registered	HeathCo LLC
HEATH ZENITH	3676-US1-34	88527738/ 5982234	US	6/22/2019	2/11/2020	Registered	HeathCo LLC
HEATHCO	3676-US1-07	77303711/ 3592307	US	10/15/2007	3/17/2009	Registered	HeathCo LLC
HZCONNECT (Stylized)	3676-US1-36	88756626 / 6316760	US	1/13/2020	4/6/2021	Registered	HeathCo LLC
HZCONNECT (Stylized)	3676-US1-37	88756630 / 6310186	US	1/13/2020	3/30/2021	Registered	HeathCo LLC
LINK TECHNOLOGY	3676-US1-28	88015928	US	6/26/2018		Pending	HeathCo LLC
LINK TECHNOLOGY	3676-US1-29	88015938	US	6/26/2018		Pending	HeathCo LLC
MPULSE	3676-US1-32	88239648	US	12/21/2018		Pending	HeathCo LLC
NOTIFI	3676-US1-09	86324729/ 4993902	US	6/30/2014	6/5/2016	Registered	HeathCo LLC
SECUR360	3676-US1-35	88550467 / 6296150	US	7/30/2019	3/16/2021	Registered	HeathCo LLC
SECUR360	3676-US1-38	88977268 / 6297050	US	7/30/2019	3/16/2021	Registered	HeathCo LLC
SECURE HOME	3676-US1-11	76510832 / 2960327	US	4/30/2003	6/7/2005	Registered	HeathCo LLC
Wiring Logo	3676-US1-15	77304861 / 3603563	US	10/16/2007	4/7/2009	Registered	HeathCo LLC

#### 2. Patents

Title	Country	Filed Date	Serial #	Issue Date	Patent #	Status
AUDIO ENUNCIATOR HOUSING	US	03/09/2010	29/357,236	02/19/2013	D676,346	ISSUED
AUDIO ENUNCIATOR COVER FRAME	US	03/09/2010	29/357,234	10/01/2013	D690,673	ISSUED
CURVED LIGHT FIXTURE - Original 2 HdBlade	US	11/27/2013	29/475,016	07/01/2014	D708,388	ISSUED
LIGHT 270° LED fixture	US	03/31/2014	29/486,546	11/25/2014	D718,491	ISSUED
CURVED LIGHT FIXTURE - Additional Blade claims	US	05/16/2014	29/491,109	12/23/2014	D720,093	ISSUED
CURVED LIGHT FIXTURE -	US	05/09/2014	29/490,424	08/04/2015	D735,927	ISSUED



Title	Country	Filed Date	Serial #	Issue Date	Patent #	Status
Single Hd Blade						
LIGHT - Lowe's 2HD LED	US	04/11/2014	29/487,763	12/08/2015	D745,201	ISSUED
SECURITY LIGHT - 3Hd Dagger Style	US	04/26/2017	29/601,835	12/04/2018	D835,335	ISSUED
SECURITY LIGHT - 2Hd Dagger Style	US	04/26/2017	29/601,833	12/11/2018	D835,834	ISSUED
SECURITY LIGHT (FLEXVIEW I DESIGN)	US	11/20/2017	29/626,793	04/30/2019	D847,404	ISSUED
DOORBELL	US	11/21/2017	29/626,900	05/21/2019	D848,891	ISSUED
SECURITY LIGHT (FLEXVIEW II DESIGN)	US	12/07/2017	29/628,803	07/09/2019	D853,623	ISSUED
SECURITY LIGHT - Edge Lit	US	11/22/2017	29/627,097	07/16/2019	D854,230	ISSUED
MOTION SENSING SYSTEM HAVING A SHORT RANGE CAPABILITY (LOOK DOWN LENS)	US	11/01/2001	09/999,052	06/08/2004	6,747,275	ISSUED
WIRELESS TRANSMITTER AND DOORBELL SYSTEM	US	01/03/2002	10/037,713	08/10/2004	6,775,523	ISSUED
ELECTRICAL ROUGH-IN BOX FOR LOW VOLTAGE TRANSFORMER	US	08/06/2003	10/635,126	09/06/2005	6,940,016	ISSUED
WIRELESS TRANSMITTER AND DOORBELL SYSTEM	US	07/14/2004	10/890,608	08/01/2006	7,085,534	ISSUED
CEILING-MOUNT LIGHT WITH 360-DEGREE MOTION SENSOR (PORCH LIGHT)	US	03/12/2004	10/799,464	09/19/2006	7,109,880	ISSUED
PHOTOSENSITIVE CONTROL WITH DYNAMIC CALIBRATION	US	07/30/2004	10/902,759	12/12/2006	7,148,628	ISSUED
REVERSIBLE DIODE DOORBELL DETECTION CIRCUIT	US	06/17/2005	11/155,759	04/29/2008	7,365,637	ISSUED
CEILING-MOUNT LIGHT WITH 360-DEGREE MOTION SENSOR (PORCH LIGHT)	US	09/18/2006	11/532,755	07/08/2008	7,397,386	ISSUED
LED ILLUMINATED DOOR CHIME PUSH BUTTON WITH ADJUSTABLE TASK LIGHT (910 SECURITY LIGHT) (DIRECTIONAL DOORBELL)	US	01/05/2007	11/620,476	08/18/2009	7,576,292	ISSUED
DUAL MOUNT LANTERN	US	02/22/2007	11/677,810	01/05/2010	7,641,366	ISSUED
AC POWERED WIRELESS CONTROL 3-WAY LIGHT SWITCH TRANSMITTER	US	10/28/2004	10/975,652	02/02/2010	7,656,308	ISSUED
PUSH BUTTON DOORBELL SWITCH APPARATUS	US	11/02/2006	11/555,788	05/11/2010	7,714,243	ISSUED

<b>Title</b>	<b>Country</b>	<b>Filed Date</b>	<b>Serial #</b>	<b>Issue Date</b>	<b>Patent #</b>	<b>Status</b>
MULTIPLE SENSOR LIGHTING SYSTEM	US	02/27/2007	11/679,559	07/06/2010	7,750,804	ISSUED
MULTIPLE SENSOR VARIABLE ILLUMINATION LEVEL LIGHTING SYSTEM	US	02/16/2007	11/675,918	01/25/2011	7,876,056	ISSUED
LIGHTING SYSTEM TO FACILITATE REMOTE MODIFICATION OF A LIGHT FIXTURE MODIFIABLE OPERATING PARAMETER	US	04/17/2008	12/104,823	02/01/2011	7,880,394	ISSUED
LIGHT FIXTURE WITH OPTIONAL ANIMATE OBJECT DETECTOR AND HEAT SINK	US	03/31/2008	12/059,373	05/03/2011	7,934,854	ISSUED
METHOD AND APPARATUS TO FACILITATE LIGHT SOURCE FLASHING	US	03/31/2008	12/059,324	05/03/2011	7,936,276	ISSUED
WIRELESS VARIABLE ILLUMINATION LEVEL LIGHTING SYSTEM	US	10/18/2006	11/550,564	10/11/2011	8,035,513	ISSUED
CEILING MOUNT LIGHT WITH 360-DEGREE MOTION SENSOR	US	07/07/2008	12/168,248	11/01/2011	8,049,639	ISSUED
METHOD AND APPARATUS FOR A LIGHT FIXTURE HAVING A SECURITY LIGHT AND PERMANENTLY MOUNTED WALL-WASHING LEDS	US	02/27/2008	12/038,230	04/17/2012	8,158,922	ISSUED
WALL-MOUNTABLE LIGHT FIXTURE PROVIDING LIGHT HAVING A PARTICULAR DIRECTIONALITY	US	03/31/2008	12/059,290	10/02/2012	8,277,071	ISSUED
METHOD AND APPARATUS PERTAINING TO A CONE-SHAPED LENS IN COMBINATION WITH A LATERAL MEMBER	US	05/06/2010	12/775,207	08/27/2013	8,517,572	ISSUED
SYSTEM AND METHOD FOR TRANSMITTING SIGNALS TO AN APPLIANCE	US	11/08/2012	13/672,210	03/25/2014	8,682,252	ISSUED
ELECTRICAL FIXTURE SECURED TO A JUNCTION BOX VIA A COVER PLATE HAVING AN ELECTRICAL CONNECTOR	US	03/05/2014	14/198,292	10/27/2015	9,172,199	ISSUED

Title	Country	Filed Date	Serial #	Issue Date	Patent #	Status
INTEGRATED HOME LIGHTING AND NOTIFICATION SYSTEM	US	07/23/2015	14/806,763	01/17/2017	9,547,964	ISSUED
ELECTRICAL FIXTURE SECURED TO A JUNCTION BOX VIA A COVER PLATE HAVING AN ELECTRICAL CONNECTOR	US	09/28/2015	14/867,668	03/14/2017	9,595,794	ISSUED
SECURITY LIGHT WITH REMOTE PHOTO-VOLTAIC MODULE AND BATTERY BACKUP AND RELATED METHODS	US	03/10/2017	15/455,827	12/05/2017	9,839,088	ISSUED
MOUNTING STRAP HAVING A CONNECTOR TO CONNECT AN ELECTRIC FIXTURE TO A JUNCTION BOX	US	02/08/2017	15/427,766	02/27/2018	9,905,976	ISSUED
AMBIENT FLAME STYLE FLICKER LIGHTING SYSTEM AND METHODS	US	07/13/2017	15/649,453	04/10/2018	9,942,960	ISSUED
INTEGRATED HOME LIGHTING AND NOTIFICATION SYSTEM	US	12/02/2016	15/367,991	08/28/2018	10,062,256	ISSUED
LINKED SECURITY LIGHTING SYSTEM AND METHODS	US	03/10/2017	15/455,846	04/23/2019	10,271,404	ISSUED
BATTERY BACKUP FOR LIGHTING SYSTEM	US	08/30/2018	16/118,044	07/09/2019	10,344,929	ISSUED
BATTERY BACKUP FOR LIGHTING SYSTEM	US	06/04/2019	16/431,260	01/07/2020	10,527,242	ISSUED
SYSTEM AND METHOD FOR TRANSMITTING SIGNALS TO AN APPLIANCE	US	03/12/2013	13/796,088	11/08/2011 (issue date of parent patent. Issue date of reissue patent is 02/04/2014)	RE44,745	ISSUED
INTEGRATED HOME LIGHTING AND NOTIFICATION SYSTEM	US	08/24/2018	16/112,393	05/04/2021	10,997,837	ISSUED
SECURITY LIGHT - Edge Lit Hybrid Design	US	11/20/2017	29/626,791			PENDING
SECURITY LIGHT WITH DIFFUSING LIGHT PANEL - Edge Lit	US	01/19/2018	16/250,225			PENDING
SOLAR POWERED SECURITY LIGHT WITH VARIABLE MOUNTING	US	08/30/2019	16/557,492	10,718,500	07/21/2020	ISSUED
CONFIGURABLE SECURITY LIGHT	US	11/29/2018	16/204,747	10,865,980	12/15/2020	ISSUED

Title	Country	Filed Date	Serial #	Issue Date	Patent #	Status
(FLEXVIEW PROV)						
PORTABLE DECORATIVE LANTERN AND RELATED METHODS	US	12/28/2018	16/234,872	10,823,344	11/03/2020	ISSUED
ROTATABLE LIGHT FIXTURE SECURED TO A JUNCTION BOX VIA A BASE	US	01/28/2019	16/259,219	10,788,194	09/29/2020	ISSUED
LINKED SECURITY LIGHTING SYSTEM AND METHODS	US	03/15/2019	16/355,175			PENDING
SECURITY LIGHT - Edge Lit - Divisional	US	07/11/2019	29/697,805	D878,666	03/17/2020	ISSUED
BATTERY BACKUP FOR LIGHTING SYSTEM	US	01/06/2020	16/735,210	10,830,404	11/10/2020	ISSUED
SECURITY LIGHT - Edge Lit - Divisional	US	12/20/2019	29/718,093	D887,625	06/16/2020	ISSUED
SECURITY LIGHT - Edge Lit - Divisional	US	12/20/2019	29/718,094	D888,322	06/23/2020	ISSUED
SECURITY LIGHT WITH DIFFUSING LIGHT PANEL	US	01/17/2019	16/250,552	10,683,985	06/16/2020	ISSUED
WALL WASH LUMINAIRE	US	02/13/2020	16/790,355	10,746,362	08/18/2020	ISSUED
OUTSIDE LIGHT WITH DIFFUSING LIGHT PANEL	US	08/30/2019	16/557,460	10,788,617	09/29/2020	ISSUED
ROTATABLE LIGHT FIXTURE SECURED TO A JUNCTION BOX VIA A BASE	US	09/28/2020	17/035,100			PUBLISHED
SOLAR POWERED SECURITY LIGHT WITH VARIABLE MOUNTING	US	06/11/2020	16/899,347	11,073,267	07/27/2021	ISSUED
SECURITY LIGHT	US	01/31/2020	29/722,732	RE48,362	12/22/2020	ISSUED
SECURITY LIGHT	US	04/14/2020	29/731,339			PENDING
SECURITY LIGHT	US	05/06/2020	29/733,759			PENDING
SECURITY LIGHT	US	01/31/2020	29/722,734	RE48,386	01/12/2021	ISSUED
SECURITY LIGHT	US	05/12/2020	29/734,416			PENDING
SECURITY LIGHT	US	05/22/2020	29/735,692			PENDING